



HART & LYTLE BAY CENTER REALTY



BOX 452 • CALIFORNIA, MARYLAND 20619 • (301) 862-1888

June 7

83

1. RECEIVED FROM JEFFREY L. MARSHALL
 a deposit of FIVE HUNDRED AND 00/100 Dollars (\$ 500.00)
 In the form of note (due 6-15-83) to be applied as part payment of the purchase of Lot 1-7 & 37-44 Block KX 10
 Subdivision POINT BLACKSTONE LIBER: _____ FOLIO: _____
St. Mary's County, State of Maryland with improvements thereon (including heating, ~~central air conditioning~~, plumbing and lighting fixtures, range, refrigerator, ~~dishwasher~~, ~~disposal~~, cornices, curtain and drapery rods, wall to wall carpeting, ~~stoves~~, storm doors and windows, ~~wood shutters~~, shades, all trees, shrubs and plants, if now installed on the premises) known as (address) BAYVIEW ROAD, COLTONS POINT
 upon the following terms of sale:
 Total Price of Property FORTY-TWO THOUSAND AND 00/100 Dollars (\$ 42,000.00)
 The Purchaser agrees to pay TWO THOUSAND ONE HUNDRED AND 00/100 Dollars (\$ 2,100.00)
 cash at the date of conveyance, of which sum this deposit shall be a part.
 2. FIRST TRUST. Purchaser is to secure conventional a first deed of trust secured on said premises of \$ 39,900.00
 due 360 months and bearing interest at the rate of 12 1/2 percent per annum, or the prevailing rate at time of settlement if greater, payable at \$ 448.25
 per month, plus one-twelfth of annual taxes, and fire, hazard and mortgage insurance, if required by lender. If this contract provides for the assumption of an existing first trust it is understood that the first trust balance and the cash down payment as set forth above are approximate amounts. In the event that a mortgage is used rather than a trust the word "mortgage" shall be substituted in this contract where applicable. If a first trust is to be placed, this contract is contingent on its procurement or if an existing loan is to be assumed, this contract is contingent on lenders consent, if required.
Seller to pay \$1,000.00 of purchaser's closing costs
Well and septic to be approved by the St. Mary's County Health Department
Seller is aware that purchaser is a licensed Real Estate Salesman

3. TITLE. The property, including the aforesaid chattels, is sold free of encumbrance except as stated herein. Title is to be good and merchantable, subject, however, to covenants, conditions and restrictions of record, if any; otherwise the deposit is to be returned and sale declared off at the option of the Purchaser, unless the defects are of such character that they may be remedied by legal action within a reasonable time, but the Seller and Agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense, whereupon the time herein specified for full settlement by the Purchaser will thereby be extended for the period necessary for such prompt action.

4. COSTS. PURCHASER (WILL) (WILL NOT) SELECT TITLE INSURANCE, SETTLEMENT, OR ESCROW COMPANY OR EMPLOY HIS OWN TITLE ATTORNEY. In either event, Purchaser authorizes the undersigned Agent(s) to order the examination of title and the preparation of all necessary conveyancing papers and agrees to pay all costs on account thereof including the settlement charges subject to any statutory restrictions, conveyancing, notary fees, survey where required, revenue stamps, transfer taxes, recordation taxes, and recording charges, except those incident to clearing existing encumbrances including those for any purchase money trust; provided, however, that if upon examination the title should be found defective and it is not remedied as aforesaid, Seller hereby agrees to pay any above-mentioned costs. In addition Seller shall pay all costs and charges incurred in the clearing of existing encumbrances and service charges.

5. SETTLEMENT. Within 60 days from date of acceptance hereof by the Seller, or as soon thereafter as a report of the title can be secured if promptly ordered, financing as specified in this contract secured, and survey obtained, if required, the Seller and Purchaser are required and agree to make full settlement in accordance with the terms hereof. If the Purchaser shall fail to make full settlement, the deposit herein provided shall be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder unless the Seller notifies the Purchaser and the Agent(s) in writing within 10 days from the date scheduled for settlement of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this contract. In the event of the forfeiture of the deposit, the Seller shall allow the Agent(s) one-half thereof, as full compensation for his services, said amount not to exceed the amount of the full brokerage fee. Settlement is to be made at the office of the Attorney or the Title Company searching the title. It is agreed that, if required, funds arising out of this transaction may be used at settlement to pay off any existing encumbrances.

6. TERMITE CLAUSE. In the event of resale properties over one year of age, at time of settlement the Seller at his expense is to provide the Purchaser a certificate that the improvements are free of active infestation by termites. Any required treatment or repair shall be at the Seller's expense.

7. ADJUSTMENTS. Rents, taxes, water rent, utilities, fuel adjustment, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted to the date of transfer, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the Seller at time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission or a local government, annual benefit charges of said Commission or local government are to be adjusted to date of transfer and assumed thereafter by Purchaser. All payments on any encumbrance being assumed shall be current to date of transfer. All deferred sewer and water tap fees shall be assumed by Purchaser and adjusted to date of settlement, EXCEPT in the case of FHA or VA guaranteed loans, where deferred tap fees must be paid off by Seller at time of settlement.

8. CONVEYANCE. Seller agrees to execute and deliver a good and sufficient special warranty deed. Property is to be conveyed in the name of JEFFREY L. MARSHALL AND JANICE M. MARSHALL

9. INSURANCE. The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the Seller. KX 30

10. CONVENTIONAL LOAN. This contract is subject to the ability of the Purchaser to secure a firm commitment for the first trust described herein in paragraph 2 within _____ days from date of ratification of this contract. The Purchaser reserves the right to increase the cash down payment and accept a modified commitment for financing and shall so notify the Seller or Agent(s) within the term of this contingency. Otherwise this contract will become null and void and deposit shall be refunded to Purchaser.

N/A 11. FHA INSURED LOAN. The provisions of this paragraph apply only when Purchaser is buying with an FHA insured loan. It is expressly agreed that, notwithstanding any other provisions of this contract, Purchaser shall not be obligated to complete the purchase of the property described herein or incur any penalty by forfeiture of earnest money deposits or otherwise unless Seller has delivered to Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property excluding closing costs of not less than \$ _____ which statement Seller hereby agrees to deliver to Purchaser promptly after such appraised value statement is made available to Seller. In the event the appraised value statement is less than the amount stated in this paragraph, Purchaser shall have the privilege and option for three days after receipt of the FHA appraisal to proceed with the consummation of this contract without regard to the amount of the conditional commitment for FHA mortgage insurance as established by FHA, and Seller shall have the privilege of lowering the contract price to the FHA appraised value. This contract is subject to FHA mortgage insurance requirements, and Seller agrees that Purchaser shall be refunded his deposit and the contract shall be null and void, if FHA approval is not obtained. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The Purchaser should satisfy himself/herself that the price and the condition of the property are acceptable.

N/A 12. VETERANS ADMINISTRATION GUARANTEED LOAN. In the event that the Purchaser is a Veteran and is placing a Veterans Administration guaranteed loan, it is expressly agreed that, notwithstanding any other provision of this contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete purchase of the property described herein, if the contract purchase price or costs exceeds the reasonable value of the property established by the Veterans Administration or the Purchaser is not approved by the Veterans Administration and the lending institution. In the event the certificate of reasonable value is less than the amount of contract price, the Purchaser shall have the privilege and option for five days after the receipt of VA appraisal to proceed with the consummation of this contract without regard to the amount of reasonable value established by the Veterans Administration, and the Seller shall have the privilege of lowering the contract price to the reasonable value so certified. This contract is contingent on the approval of this house and the Purchaser by the Veterans Administration and the lending institution. If the aforesaid approval is not obtained it is expressly agreed that the Purchaser shall be refunded his deposit, and the contract shall be null and void.

13. PROCESSING. Purchaser placing or assuming a loan agrees to make application immediately and file all necessary papers that are required to complete processing and agrees that failure to do so shall give Seller, in addition to any other remedy he may have, the right to declare the deposit forfeited. Seller agrees to comply with FHA, VA or Conventional requirements or repairs, where applicable, for the processing of the loan. Any appraisal fee that may be required to is to be paid by (SELLER/PURCHASER).

14. LOAN PLACEMENT/ORIGINATION FEE. If a new FHA, Conventional or VA loan is to be placed under this contract, the Purchaser agrees to pay a loan origination of -0- % of the principal sum of the loan, and the Seller agrees to pay a loan placement fee based on the money market existing at the time of settlement. The present loan placement fee of the Seller is approximately 2 %; however, it is agreed that the Seller will comply with any reasonable charge in said loan placement fee at the time of settlement provided said change is due to a change in the mortgage money market.

15. POSSESSION. Seller shall deliver possession to Purchaser(s) upon execution and delivery of the deed at settlement and said premises shall be vacated by Seller on or before that date. Should Seller fail to deliver possession and occupancy to Purchaser(s) in accordance with the terms of this contract, he shall thereafter be and become a tenant by sufferance of the Purchaser(s) and hereby waives all notice to quit as provided under Maryland law and agrees to pay any and all costs incurred and damages to Purchaser(s) in securing Seller's removal. Until possession is delivered to Purchaser(s), Seller agrees to maintain heating, sewer, plumbing and electrical systems and any built in appliances and equipment in normal working order, to maintain the grounds and to deliver the property with no broken windows, or shattered glass. Unless otherwise agreed, Seller shall have no liability for any claimed obvious defects to the premises unless the Purchaser(s) shall notify the Seller of such claims or defects no later than the time and place of settlement. At Purchaser(s) option and expense, Purchaser(s) are entitled and may have an inspection of the premises by a qualified engineer not later than fifteen (15) days from the date of acceptance herein and Seller agrees to cooperate in making the premises available for such inspection. In any event, Seller agrees to make premises available to Purchaser(s) for inspection within twenty-four (24) hours preceding settlement.

16. COMPLIANCE WITH NOTICES. All notices of violation of orders or requirements noted or issued by any county or local authority, or actions in any court on account thereof, against or affecting the property at the date of settlement of this contract, shall be complied with by Seller, and the property conveyed free thereof.

17. AGENCY. The Seller recognizes Hart & Lytle, BAY CENTER REALTY, _____ 6% as the Agent(s) negotiating this contract and agrees to pay a broker fee for services rendered amounting to _____ of the sale price, same to the due and payable upon acceptance of this contract by Seller. Failure or inability of the Seller to perform shall not release the Seller from liability for the brokerage fee. The entire deposit shall be held by Bay Center Realty and shall be placed in an escrow account in accordance with the real estate license law. Seller authorizes attorney to deduct commission at time of settlement.

18. CONDITION OF PROPERTY. It is mutually understood and agreed between the parties that the property is sold in "AS-IS" condition unless otherwise specified in this agreement and the Purchaser has personally examined the property to their satisfaction and do not rely upon any warranties or representations not contained in this contract.

19. SPECIAL PROVISIONS. On the reverse side hereof, or in attached addendum, bearing the signatures of all parties concerned are hereby made a part of this contract, and shall be construed to govern over any inconsistent portion of this printed form.

20. AGENTS AGREEMENT. The Agent(s) hereby agrees to the within brokerage fee provisions and acknowledges receipt of the above deposit but assumes no responsibility for the condition of the property or for the performance of this contract by any or all parties hereto.

21. FINAL AGREEMENT. The principals to this contract mutually agree that it shall be binding upon them, their and each of the respective heirs, executors, administrators, successors and assigns and that this contract shall survive delivery of the deed, and that this contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written not herein contained. We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

This contract has been executed in _____ copies
 Seller Jeffrey L. Marshall Purchaser Jeffrey L. Marshall
 Seller Janice M. Marshall Purchaser Janice M. Marshall
 Date of Acceptance 6/14, 19 83 (Address of Purchaser) _____ (Phone) _____